It is difficult to see how plaintiff in this case could expect to acquire an easement of necessity in the land of a stranger. The general rule is, that a way of necessity is based on the presumption of an implied grant—even where the way of necessity is claimed by implied reservation, because the theory in such case is that there is a grant and then a grant back—and in order to found a claim to such an easement, unity of ownership of the dominant and servient tenements at some time is essential. GALE, EASEMENTS (8 Ed.) 171; *Pennington* v. *Galland,* 9 Exch. 1; *Powers* v. *Harlow,* 53 Mich. 507; *Collins* v. *Prentice,* 15 Conn. 39. A way of necessity is a way which is a convenient access to a land-locked tenement over other property belonging to the grantor. *Brown* v. *Alabaster,* L. R. 37 Ch. Div. 490. The case is interesting, however in that the Texas court holds that in order to the creation of a way of necessity the party claiming it must be wholly deprived of the use of his land. *Hall* v. *City of Austin,* 20 Tex. Civ. App. 59. Some jurisdictions hold that a way of necessity will be implied if the access to the land by any other way would involve disproportionate labor or expense. *Pettingill* v. *Porter,* 8 Allen 1, 85 Am. Dec. 671; *Smith* v. *Griffin,* 14 Colo. 429. It appeared in the principal case that the plaintiff could reach the public highway by another way, which was very inconvenient and circuitous. A rule in accordance with that followed in the principal case was announced in *Screven* v. *Gregorie,* 8 Richardson's Law (S. C.) 158, and *Hildreth* v. *Googins,* 91 Me. 227 and cases cited therein.

ELECTIONS—BALLOTS CAST FOR MAN NOT PROPERLY NOMINATED COUNTED TO DETERMINE PLURALITY.—Through an error in the record of the votes the name of the defeated party in the primary nomination contest was placed upon the election ballot, and he received a plurality of the votes at the election. Later it was discovered that the other candidate for the nomination had won at the primaries. *Held,* that the votes for the improperly nominated party were to be counted, and the party receiving the next highest number of votes could not be considered as receiving a plurality. *Heald* v. *Payson* (Me. 1913) 85 Atl. 576.

The facts in this case are novel. The general rule is that votes for an ineligible candidate shall be counted for the determination of majorities, pluralities, etc. *State* v. *Swearingen,* 12 Ga. 23; *Lamoreaux* v. *Ellis,* 89 Mich. 146, 50 N. W. 812; *Campbell* v. *Free,* 93 Pac. 1060. The English rule is to the same effect, unless the electors have sufficient notice of the candidate's ineligibility. *Queen ex rel. Mackley* v. *Coaks,* 3 E. & B. 249; *Claridge* v. *Evelyn,* 5 Barn. & Ald. 81. This rule is followed in Indiana; *Copeland* v. *State,* 126 Ind. 51, 25 N. E. 866; *State* v. *Bell,* 169 Ind. 61, 82 N. E. 69, 13 L. R. A. (N. S.) 1013. On the other hand ballots improperly printed or marked were not taken into consideration in determining the number of votes in *State* v. *Roper,* 47 Neb. 417, 66 N. W. 539; *Hopkins* v. *Duluth,* 81 Minn. 189, 83 N. W. 536; *Catlett* v. *Knoxville S. & E. Ry. Co.,* 120 Tenn. 699, 112 S. W. 559.

EXECUTION—INTEREST SUBJECT THERETO.—One Kendall died, leaving his real and personal property to his wife for life, directing that after her death

the whole was to be sold and equally divided among his seven children. A judgment was later rendered against Edward Kendall, a son of the testator, during the lifetime of the mother, and execution issued thereon against the undivided one-seventh interest of Edward in the realty devised by his father. *Held,* The lien could not attach thereon. *Cropper* v. *Gaar's Exr.* (Ky. 1912), 151 S. W. 913.

It is a universal principle that an attachment may operate only on the right of the defendant existing when it is made, *Cox* v. *Milner,* 23 Ill. 422; *Morrow* v. *Graves,* 77 Cal. 218. The attachment secured to the plaintiff only the interest of the defendant in the property subject to all valid claims upon it, *Smith* v. *Menonimee Circuit Judge,* 53 Mich. 560; *Cooley* v. *Transfer Co.,* 53 Minn. 327; *Howe* v. *Jones,* 57 Ia. 130. In short the plaintiff steps into the defendant's shoes and acquires precisely his rights, *Dawson* v. *Iron Range & Ry. Co.,* 97 Mich. 33; *Chicago Rolling Mill* v. *St. Louis, etc. Co.,* 152 U. S. 596. Also it is held that the unassigned distributive share of an heir of a deceased person in an undivided interest in land may be levied on, *Byerly* v. *Sherman,* 126 Ia. 447; *Pitts* v. *Hendrix,* 6 Ga. 452; *Wheeler* v. *Bowen,* 20 Pick. 563. In *Trowbridge* v. *Cunningham,* 63 Kan. 847, under a statute giving the surviving wife one-half of the real estate of the husband, it is held that the undivided share thus alloted may be levied on and sold for her debts. See also, *Hardy* v. *Wallis,* 103 Ill. App. 141; *Lippincott* v. *Smith,* 69 N. J. Eq. 787; and *Brightman* v. *Morgan,* 111 Ia. 481. Property in which the defendant has a vested legal right is often held not liable because other persons have an interest therein which might be jeopardised and "under this head might be mentioned future estates in chattels," *Smith* v. *Niles,* 20 Vt. 315, 49 Am. Dec. 782. And so also with estates subject to a mortgage, *Moore* v. *Murdock,* 26 Cal. 515; *Sargent* v. *Carr,* 12 Me. 396. So also with future contingent estates, which "are not estates at all, but only possibilities of future acquisition, and for that reason are not liable to the processes," *Ducker* v. *Burnham,* 146 Ill. 9, 37 Am. St. Rep. 135. The equitable doctrine that "equity looks on that as done which ought to be done," steps into the principal case, and consequently the interest of Edward is considered as personalty, not as realty, and therefore not subject to the judgment lien on realty, *Scott* v. *Mewhirter,* 49 Ia. 487; *Dunham* v. *Cox,* 10 N. J. Eq. 437, 64 Am. Dec. 460; *McGehee* v. *Cherry,* 6 Ga. 550.

GIFTS CAUSA MORTIS—CONSTRUCTIVE DELIVERY—BANK STOCK.—Decedent, during a protracted illness, was cared for by his brother's minor step-daughter, to whom he entrusted the combination to his safe in which his valuable papers were kept. Shortly before his death and in contemplation of it, he told her that she was to have the bank stock in the safe as a reward for her services, and she agreed. She never took manual possession of the certificates, and after decedent's death his property including the stock came into the hands of the administrator who refused to give it up. *Held,* that the girl's knowledge of the combination of the safe rendered manual delivery unnecessary, and that the transaction constituted constructive delivery of